# Garden Waste Collection Service

## Terms & Conditions

These Terms and Conditions formalise the agreement between Adur & Worthing Councils ('the Council') and the householder ('the Subscriber') who holds the agreement for the Garden Waste Collection Service ('the Service') and thereby constitute a contract.

**Provision of the Garden Waste Collection Service**

1. The Council will provide the Subscriber with the service for an annual subscription and supply a 240ltr wheeled bin for the purpose of collecting garden waste only.
2. The Council will endeavour to deliver your wheelie bin within 15 working days of your application.
3. This contract shall last for a period of twelve months and is renewed automatically, unless formally cancelled.
4. Garden waste will be collected on a weekly basis, with the exception of the two weeks containing the Christmas and New Year holidays.
5. The wheeled garden bin remains the property of the Council and is on hire to the Subscriber. The bin will be reclaimed if you no longer pay for the service.
6. The Subscriber is responsible for the security of the wheeled bin. Lost or stolen bins will carry a charge of £30 + VAT to replace. Repairs to damaged bins will also be charged at £30 + VAT, unless the damage is caused by Council Operatives.
7. Users subscribe at their own risk and remain fully responsible for the bin at all time. The Council is not liable for loss or damage to the users property or third party property (neighbours) howsoever caused by the bin.
8. The Subscriber may add their house number on to their bin, but the Council shall in no circumstances be responsible for any damage to the numbers. Painting of numbers on to the bin is not permitted.
9. The bin will not be emptied if it is moved to another property. However, subscriptions can be transferred to new properties within the Adur or Worthing areas if the Subscriber moves address.
10. It is the Subscriber's responsibility to inform the Council, either in writing, telephone or by email, if they should move property. Bins should be moved to the new property by the home owner, wherever possible. A charge of £20 + VAT will be

made if the Council is requested to move the bin from the old property to the new address.

11. Additional waste at the side of a bin will not be removed, unless in a Adur & Worthing Council garden waste sack.
12. The bin lid must be closed on collection day.
13. Only loose waste should be placed in the bin. For a list of accepted materials see: https://www.adur-worthing.gov.uk/garden-waste/
14. The bin must be placed at the edge of the Subscriber's property, visible from the road no later than 6:30am on the day collection, with the handle facing out.
15. Other than for emptying purposes, bins should be stored at all times within the boundary of the Subscriber's property.
16. Any missed collections should be reported to the Council by calling 01903 851729 or reporting online at https://www.adur-worthing.gov.uk/recycling-and-waste/ Missed collection will be made within 48 hours of reporting.
17. If the bin was not presented correctly on the day of collection, the bin will be emptied on the next scheduled collection day.
18. In the event of severe weather or other exceptional circumstances, collections may be delayed or cancelled without notice. Service updates will be available online at https://www.adur-worthing.gov.uk/
19. Sharing of bins between two or more neighbours is acceptable but only one Subscriber will be responsible as the account holder, for the annual invoice. The bin will be emptied from this address.
20. For assisted collection information see https://www.adur-worthing.gov.uk/recycling-and-waste/assisted-collections/

**Cancellation of Service**

If the Subscriber chooses to leave the service for any reason the following rules apply:

1. The Subscriber may cancel the subscription at any time by advising the Council in writing, by e-mail to gardenwaste@adur-worthing.gov.uk or by calling 01903 851729.
2. The bin should be made available for removal.
3. A charge of £30 will be made to the subscriber if the bin is not available for collection.
4. The Council have the right to cancel the Service if the bin is consistently being misused or the Subscriber is in breach of any of the terms and conditions.

**Distance Selling Termination Rights**

1 You have the right to change your mind about your subscription and cancel your contract within a 14 day period under the Consumer Rights Act 2015. The 14 days will commence from the day after delivery of the bin at the Subscriber's property. If you should wish to cancel within this period please e-mail to gardenwaste@adur-worthing.gov.uk or call 01903 851729. No subscription fee will be charged if you cancel during this period.
2 Where your bin has been delivered and it is faulty you have a further period of up to 30 days to reject your bin and claim a full refund.

**Refunds**

1. Refunds will only be given to the Subscriber (account holder) for the following reasons:
   - Moving out of the Adur/Worthing area
   - Moving to a property with no garden (refunds to new address)
   - Subscriber (account holder) deceased
2. No refunds will be given after six months from the start of your annual subscription.
3. Under the Consumer Rights Act, customers are entitled to a full refund within 14 days of starting their contract. A charge can be made if the customer has damaged the bin.
4. If the Subscriber persistently misuses the service, as outlined on the Council website 'What we can take for garden waste', https://www.adur-worthing.gov.uk/garden-waste/ the Council reserves the right to cancel the service without refund.
5. If the subscriber dies and a refund is requested, power of attorney or other such documentation will be required.

**Payment**

1. The Subscriber will pay the annual subscription in advance of service.
2. The Subscription will renew automatically on the anniversary of your subscription, unless cancelled by the Subscriber.

**Transfer of ownership**

1. The subscriber may not transfer their garden waste bin subscription to another individual other than their partner or spouse. Subscribers must notify Adur & Worthing Council in writing, should they wish to cancel or amend their subscription.

**Data Protection Statement**

Adur & Worthing Councils will only use the personal details you have provided for this subscription on matters related to the Garden Waste Service and to inform you of any similar service the Council provides that may be of interest to you.

You may tell us at any time if you do not want to receive marketing communications from us by writing or e-mailing, providing your full name, address. We will also use your information for analysis purposes in order to improve our service. This will be anonymised prior to any disclosure, e.g. under the Freedom of Information Act regarding service take-up volumes.

Our full Data and Privacy statement concerning information we gather for this service can be viewed on our website.
https://www.adur-worthing.gov.uk/about-the-councils/legal/data-protection/